clearly necessary and appropriate for individuals who are buying land sight unseen.

They do not make sense, however, when you try to apply them to purchases of condominiums in urban highrise developments. Clearly, a condo in downtown Manhattan or in downtown Dallas will have access to water and emergency services, and purchasers do not need to know about the risk of soil erosion or about the presence of mobile homes within their units on the 15th floor.

Although common sense would dictate otherwise, courts have interpreted the vague statutory and regulatory language of ILSA to apply to condo purchases. While that interpretation has been disputed and discussed over the years, ILSA was rarely an issue in private condo sales until the economy collapsed in 2008; and as mentioned by Mrs. Maloney, in facing tough financial times and underwater mortgages, many condo and co-op buyers began to use a developer's failure to comply with ILSA to void otherwise valid contracts for condo purchases and receive full refunds of their pre-cash down payments. These suits slowed the housing recovery and left many large developments in New York, Florida, and in other States unfinished or unoccupied.

We can all agree that ILSA provides vital consumer protections for land purchasers, but the law should not be used to void valid contracts because of buyer's remorse. The bill before us today provides a simple clarification to explicitly exempt condominium sales from the law's disclosure requirements. To ensure that ILSA continues to provide the highest level of consumer protection, condominium developers will still be required to comply with the law's antifraud provisions. Developers will also be required to continue complying with all State and local disclosure requirements for condominiums.

This bill, Mr. Speaker, is an easy fix to ensure that developers continue to comply with strict reporting requirements, that purchasers have the information they need to make informed decisions, and that our economic recovery remains on track.

I congratulate Mrs. MALONEY for bringing this bill to the floor, and I urge my colleagues to vote in favor of it.

Mrs. CAROLYN B. MALONEY of New York. Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

SUPPORT H.R. 2600, THE INTERSTATE LAND SALES DISCLOSURE ACT UPDATE OF 2013

DEAR COLLEAGUE: The Interstate Land Sales Disclosure Act was enacted in 1969 to protect out-of-state buyers who were sold raw, undeveloped land that was not what was advertised, and provides a right of action to rescind the contract and walk away from the deal.

Senator Harrison Williams, who introduced the original bill, noted that the land sales that ILSA was intended to address were sales of "swamps, deserts, high arid plateaus, mountains, remote valleys, and—in some cases—actual jungles or lava beds outside the continental United States."

However, due to ambiguity in the statute, courts have ruled over the years that ISLA applies to condominiums, and developers are now required to mate redundant disclosures that make no sense whatsoever when applied to condo units. For example, ILSA requires developers to disclose whether there is any soil erosion in the condo, whether the condo unit is covered by water, and information about the condo unit's oil, gas, and mineral rights.

During the economic downturn, some buyers have used ILSA to rescind otherwise valid contracts for economic reasons—an entirely unintended consequence of the law and its intent. The law now needs a technical fix to distinguish condominium sales from other types of land sales and to recognize the unique conditions under which these units are sold in today's market.

H.R. 2600 explicitly exempts condominiums from ILSA's registration requirements, but maintains ILSA's consumer protections by ensuring that condominiums are still subject to the statute's anti-fraud provisions. In addition, developers would still be required to comply with all of the normal state- and local-level disclosure requirements that apply to condo sales.

As we recover in this still fragile economy, we want to encourage, not discourage, buyers and sellers to enter into real estate deals responsibly. For these reasons, we hope that you will join us in voting for H.R. 2600 later today.

Sincerely,

CAROLYN B. MALONEY, Member of Congress. JERROLD NADLER, Member of Congress.

Mr. McHENRY. I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from North Carolina (Mr. MCHENRY) that the House suspend the rules and pass the bill, H.R. 2600.

The question was taken.

The SPEAKER pro tempore. In the opinion of the Chair, two-thirds being in the affirmative, the ayes have it.

Mr. McHENRY. Mr. Speaker, on that I demand the yeas and nays.

The yeas and nays were ordered.

The SPEAKER pro tempore. Pursuant to clause 8 of rule XX, further proceedings on this motion will be postponed.

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore. Pursuant to clause 8 of rule XX, proceedings will resume on motions to suspend the rules previously postponed.

Votes will be taken in the following order:

H.R. 1961, by the yeas and nays;

H. Res. 354, by the year and nays.

The first electronic vote will be conducted as a 15-minute vote. The remaining electronic vote will be conducted as a 5-minute vote.

FIRE-RETARDANT MATERIALS EXEMPTION EXTENSION

The SPEAKER pro tempore. The unfinished business is the vote on the mo-

tion to suspend the rules and pass the bill (H.R. 1961) to amend title 46, United States Code, to extend the exemption from the fire-retardant materials construction requirement for vessels operating within the Boundary Line, on which the yeas and nays were ordered.

The Clerk read the title of the bill.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Wisconsin (Mr. Petri) that the House suspend the rules and pass the bill.

The vote was taken by electronic device, and there were—yeas 280, nays 89, not voting 63, as follows:

[Roll No. 484]

Loebsack

(NM)

(NM)

Lummis

Lynch

Maffei

Marino

Massie

McCaul

McClintock

McDermott

McCollum

McHenry

McKeon

McKinley

McMorris

Meadows

Meehan

Messer

Michaud

Miller (FL)

Miller, Gary

Murphy (PA)

Neugebauer

Mica

Moran

Mullin

Noem

Nolan

Nugent

Nunnelee

Nunes

Olson

Owens

Palazzo

Paulsen

Payne

Pearce

Peters (MI)

Peterson

Pittenger

Poe (TX)

Pompeo

Price (NC)

Posey Price (GA)

Rahall

Reichert

Renacci

Ribble

Rigell

Roe (TN)

Rogers (AL)

Rogers (KY)

Rogers (MI)

Rooney

Roskam

Rothfus

Royce

Ross

Reed

Perrv

Petri

Pitts

Rodgers

Luetkemeyer

Lujan Grisham

Luján, Ben Ray

Maloney, Sean

McCarthy (CA)

Long

Lowey

Lucas

YEAS-280

Aderholt Engel Alexander Enyart Farenthold Amodei Bachmann Fincher Fitzpatrick Bachus Barber Fleischmann Barletta Fleming Barr Flores Barton Forbes Bass Fortenberry Beatty Foxx Benishek Frelinghuysen Bentivolio Fudge Gabbard Bilirakis Gallego Bishop (GA) Bishop (NY) Garcia. Bishop (UT) Gardner Black Garrett Blackburn Gerlach Boustany Gibbs Brady (PA) Gibson Brady (TX) Gohmert Braley (IA) Goodlatte Bridenstine Granger Graves (GA) Brooks (AL) Graves (MO) Brown (FL) Green, Al Griffin (AR) Brownley (CA) Bucshon Griffith (VA) Burgess Guthrie Hanabusa Bustos Butterfield Hanna Calvert Harper Camp Hartzler Cantor Hastings (FL) Capito Hastings (WA) Cárdenas Heck (NV) Carson (IN) Hensarling Cartwright Hinojosa Castor (FL) Holding Chabot Horsford Chaffetz Hudson Clarke Huizenga (MI) Hunter Clav Cleaver Hurt Jackson Lee Clyburn Coble Jenkins Johnson (GA) Coffman Cohen Johnson (OH) Cole Johnson, E. B. Collins (GA) Johnson, Sam Collins (NY) Jones Conaway Joyce Connolly Kaptur Convers Kelly (IL) Cook Kelly (PA) Cramer Kilmer Crawford King (IA) Crenshaw King (NY) Cuellar Kinzinger (IL) Culberson Kirkpatrick Daines Kline Davis, Danny Kuster Davis, Rodney Labrador Denham LaMalfa. Dent Lamborn Lance Lankford DeSantis DesJarlais Diaz-Balart Larsen (WA) Duckworth Latham Duffy Latta Duncan (SC) Lee (CA) Duncan (TN) Lewis LoBiondo Ellmers